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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

March 4, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT AMENDMENT WITH PHILIPS
MEDICAL SYSTEMS (CLEVELAND), INC.**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement No. H-209795 (Exhibit I) with Philips Medical Systems (Cleveland), Inc. (Philips) to provide equipment maintenance and repair services for additional radiology and diagnostic imaging equipment that is no longer under warranty at various Department of Health Services facilities, and to delete equipment that is no longer in use. The total estimated maximum cost for services provided by Philips for Fiscal Year 2003-04 will be \$1,173,377 effective upon date of Board approval through June 30, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this recommended action is to enable the Department of Health Services (DHS) to ensure continued provision of maintenance and repair services for critically-needed radiology and diagnostic imaging equipment at various DHS facilities.

Approval of this Amendment will ensure that essential maintenance and repair services will be provided to radiology and diagnostic imaging equipment that has come off warranty or has been purchased by DHS, in accordance with the manufacturer's performance standards and in compliance with all accrediting and reviewing agency requirements.

The Honorable Board of Supervisors
March 4, 2004
Page 3

The administration of each facility covered under the Agreement will continue to monitor the contractors performance, and to assure compliance with the terms and conditions of the Agreement.

Attachment A provides additional information.

County Counsel has approved Amendment No. 3 as to form.

CONTRACTING PROCESS:

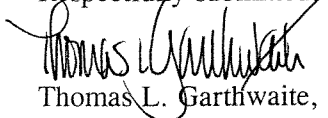
Not applicable. Historically, the County has received maintenance and repair services for radiology and diagnostic imaging equipment from the manufacturers of the equipment to ensure that such equipment performs in accordance with all manufacturers' performance standards and the preventive maintenance services comply with all the accrediting and review agency requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The approval of this action will allow DHS to continue mission critical medical services without interruption and avert jeopardizing the County's healthcare program and DHS' ability to provide adequate medical services to the citizens of Los Angeles County.

When approved, this Department requires three signed copies of the Boards action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ck

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3151.CK

Contract # H-209795

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT
AMENDMENT NO. 3**

THIS AMENDMENT is made and entered into this _____ day of

_____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PHILIPS MEDICAL SYSTEMS
(CLEVELAND), INC.
(hereafter "Contractor")

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and maintains various hospitals and other health facilities (all hereafter referred to as "facilities"); and

WHEREAS, to ensure the proper care and treatment of patients at facilities, maintenance and repair services must be provided for equipment of the facilities; and

WHEREAS, County has neither sufficient personnel nor adequate space at this time to provide certain equipment maintenance and repair services at the facilities; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor is equipped, staffed, and willing to provide County with equipment maintenance and repair services; and

WHEREAS, on June 30, 1998, County and Contractor entered into an Equipment Maintenance and Repair Services Agreement, further

identified as Contract #H-209795, as amended by Amendment No. 1 dated June 30, 1999, Consent to Assignment dated June 6, 2000, Amendment No. 2 dated June 27, 2000, and Consent to Assignment dated August 13, 2000 (hereafter, collectively "Agreement"); and

WHEREAS, the parties desire to add and delete certain equipment under this Agreement, including service rates for such equipment and other changes as set forth herein; and

WHEREAS, for the period of this Amendment, Contractor otherwise agrees to provide County facilities with such equipment maintenance and repair services, in accordance with the terms and conditions in this Agreement as amended; and

WHEREAS, Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement; and

WHEREAS, this Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon Board approval, and be in full force and effect to and through June 30, 2004.

2. Paragraph 3, (BILLING AND PAYMENT) shall be revised and amended to read:

- "3. Contractor shall bill County for the maintenance and repair services provided hereunder in accordance with the rates

set forth in Exhibits B-1 and B-2, attached hereto and incorporated herein by reference."

3. That the Index to the ADDITIONAL PROVISIONS of the 2000 Amendment be revised and amended to read:

ADDITIONAL PROVISIONS

Paragraph No.	Title	Page No.
1.	Administration	1
2.	Records and Audits	1
3.	Nondiscrimination in Services	5
4.	Nondiscrimination in Employment	6
5.	Consideration of Greater Avenues for Independence (GAIN) Program Participants for Employment	8
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10.	Employee Health Insurance	11
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12.	Conflict of Interest	11
13.	Covenant Against Contingent Fees	12
14.	Termination for Improper Consideration	13
15.	Fair Labor Standards Act	13

16.	Employment Eligibility Verification	14
17.	Restriction on Lobbying	14
18.	County Lobbyists	15
19.	Merger Provisions	15
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22.	Governing Laws	16
23.	Compliance with Applicable Law	16
24.	Contractor's Warranty of Adherence to County's Child Support Compliance Program	Amd. 2, p.7
25.	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	Amd. 2, p.9
26.	Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	Amd. 1, p.6
27.	County's Quality Assurance Plan	Amd. 2, p.9
28.	Contractor's Exclusion from Participation in a Federally Funded Program	Amd. 2, p.10
29.	Notice to Employees Regarding the Federal Earned Income Credit	Amd. 2, p.11
30.	Contractor Responsibility and Debarment	Amd. 2, p.11
31.	Purchasing Recycled-Content Bond Paper	Amd. 2, p.14
32.	Compliance with Health Insurance and Portability Act	Amd. 3, p.10
33.	Compliance with the County's Jury Service Program	Amd. 3, p.11

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| 34. | Notice to Employees Regarding the
Safely Surrendered Baby Law | Amd. 3, p.14 |
| 35. | Contractor's Acknowledgement of
County's Commitment to the
Safely Surrendered Baby Law | Amd. 3, p.14 |
| 36. | No Payment for Services Provided
Following Expiration/Termination of
Agreement | Amd. 3, p.15 |

4. That Paragraph 24 of the Additional Provisions shall be revised and amended as follows:

"24. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support,

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Contractor shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification ("CSPC") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the (CSSD) to CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement."

5. That Paragraph 25 of the Additional Provisions shall be revised and amended as follows:

"25. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 24 Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 1 "Term and Termination."

6. Paragraphs 32, 33, 34, 35, and 36 shall be added to the Additional Provisions of this Agreement as follows:

"32. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY AND ACCOUNTABILITY ACT OF 1996: Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to

patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard."

"33. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:
This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a

"Contractor" as defined under the Jury Service Program (section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that

Contractor continues to qualify for an exception to the Program. Attached hereto and incorporated herein by reference is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

"34. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and referenced herein, and is also available on the Internet at www.babysafela.org for printing purposes."

"35. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the

"Safely Surrendered Baby Law". Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law poster, in a prominent position at Contractor's place of business. County's Department of Children and Family Services will supply contractor with the poster to be used."

"36. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

7. Paragraph 1, Exhibit A, (SERVICES TO BE PROVIDED), shall be revised and amended to read:

"1. SERVICES TO BE PROVIDED. Contractor shall provide routine preventive maintenance and as-needed repair services for the equipment (hereafter "System" or "Systems", as appropriate) in accordance with the monthly rates set forth in Exhibits B-1

and B-2, attached hereto and incorporated herein by reference.

All services shall be performed in accordance with the terms and conditions described in Exhibits B-1 and B-2. Contractor's services shall include, but not be limited to, the following:

- A. Development and maintenance of a comprehensive equipment inventory and preventive maintenance schedule;
- B. Development and maintenance of an equipment risk management program;
- C. Routine preventive maintenance services; and
- D. As-needed equipment repair services."

8. Paragraph 12, Exhibit A, (COMPENSATION/BILLING AND PAYMENT), shall be revised and amended to read:

"12. COMPENSATION/BILLING AND PAYMENT: County shall compensate Contractor monthly in arrears, in accordance with the monthly rates set forth in Exhibits B-1 and B-2 for each System.

Services provided pursuant to Paragraphs 7 and 8 above are in addition to the monthly rates set forth in Exhibits B-1 and B-2 for each System, and shall be billed as such costs are incurred, at the rate(s) set forth therefore in Paragraphs 7 and 8 above.

In addition, Contractor shall bill County Facilities for As Needed Parts (X-ray tubes, image intensifiers, TV pick-up tubes, monitors, HV transformers, transducers, crystals and probes, and batteries), whereby costs for such parts are not included in the

rates for routine maintenance and repair, as allowed in Paragraph 5 above and as set forth for each County Facility in Exhibits B-1 and B-2 and as such costs are incurred, not to exceed Three Hundred Twenty-Four Thousand Dollars (\$324,000) for all County Facilities for each County Fiscal Year (July 1 through June 30) that this Agreement is in effect.

County may, from time to time, add additional Systems currently covered under warranty or extended warranty, as such warranties expire or delete Systems (for any reason) from this Agreement. Any adjustments under this Paragraph shall be based on the rates, by type of System, listed in Exhibits B-1 and B-2. In the event the System being added is not listed in Exhibits B-1 or B-2, the maintenance and repair rates for that System shall be the lower of the rates paid by County under the warranty or extended warranty, or ten percent (10%) of the purchase price of the System, or negotiated rates, as appropriate. County shall determine the purchase price of the System.

Contractor shall bill County in accordance with the following procedures:

A. Billing to County shall be submitted monthly in arrears.

B. All billings hereunder shall be by Medical Facility, shall be in duplicate, and shall be forwarded promptly at the end of each calendar month to the

appropriate Medical Facility's Accounting Officer..

C. All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the services report(s).

D. All bills rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement, and shall include the County contract number.

E. Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by the Director of same, County shall reimburse Contractor within thirty (30) calendar days or receipt of Contractor's billing(s). County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next months payment cycle."

9. That the following equipment shall be added to the Agreement, as described in Exhibit B-2, attached hereto and incorporated herein by reference.

10. Except for the changes set forth hereinabove, the wording of the Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor have caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M. D.
Director and Chief Medical Officer

PHILIPS MEDICAL SYSTEMS
(CLEVELAND), INC.

Contractor

By _____
Printed Name
Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By _____
Contracts Administration

AMENDCD3168.CK

EQUIPMENT MAINTENANCE AND REPAIR SERVICES
 PHILLIPS MEDICAL SYSTEMS (CLEVELAND), INC.
 AMENDMENT NO. 3 TO AGREEMENT NO. H-209795
SCHEDULE OF RATES
 (Effective 03/09/04 - 06/30/04)

I. ADDITIONAL EQUIPMENT

LAC/USC Medical Center

Site No.	Equipment Description	Serial No.	Price/Month*	Price (4 months)
	C-arm Mobile Intensifier - GE Model 9800 Flourotrak Navigation Thermal Printer Sony UP- 980	S/N 89-1107	\$1,030	\$4,120
	C-arm Mobile Intensifier - GE Model 9800 Flourotrak Navigation Thermal Printer Sony UP- 980	S/N 89-1108	\$1,030	\$4,120
	C-arm Mobile Intensifier - GE Model 9800 Plus Flourotrak Navigation Thermal Printer Sony UP- 980	S/N 89-1785	\$1,156	\$4,624
	Fluoroscan Mini C - ARM Model 60000	S/N 06-0902- 32	\$723	\$2,892
71625	PQ 6000	4393	\$11,261	\$45,044
70952	Voxel- Q	9144	\$401	\$1,604
71880	PQ 5000	4416	\$10,781	\$43,124
71869	Voxel - Q	9176	\$401	\$1,604
71722	PQ 5000	4419	\$10,781	\$43,781
71881	Voxel - Q	9117C	\$401	\$1,604
				Total: \$152,517

Martin Luther King/Drew Medical Center

Site No.	Equipment Description	Serial No.	Price/Month*	Price (4 months)
205617	VPI30VD	00950993	\$125	\$500
205617	VPI30VD	00950996	\$125	\$500
205617	VPI30VD	00951467	\$125	\$500

EQUIPMENT MAINTENANCE AND REPAIR SERVICES
 PHILLIPS MEDICAL SYSTEMS (CLEVELAND), INC.
 AMENDMENT NO. 3 TO AGREEMENT NO. H-209795
SCHEDULE OF RATES
 (Effective 03/09/04 - 06/30/04)

Martin Luther King/Drew Medical Center (cont.)

205617	VPI30VD	00950634	\$125	\$500
205617	VPI30VD	00950999	\$125	\$500
205617	VPI30VD	00951025	\$125	\$500
205617	VPI30VD	00950965	\$125	\$500
205617	APS30MN	00950634	\$125	\$500
205617	APS30MN	00960128	\$125	\$500
205617	APS30MN	00951066	\$125	\$500
205617	APS30MN	00951023	\$125	\$500
205617	DPI30LP	00950852	\$125	\$500
205215	ClinixVPE	12381660	\$385	\$1,540
				Total: \$7,540

El Monte Comprehensive Health Center

Site No.	Equipment Description	Serial No.	Price/Month*	Price (4 months)
	Mammographic Unit Lorad model MIV Platinum Model No. 4000-004		\$526.66	\$2,107
				Total: \$2,107

Roybal Comprehensive Health Center

Site No.	Equipment Description	Serial No.	Price/Month*	Price (4 months)
1270	Mammographic Unit Lorad model MIV Platinum Model No. 4000-004	180040Z314 5P	\$526.66	\$2,107
				Total: \$2,107

EQUIPMENT MAINTENANCE AND REPAIR SERVICES
 PHILLIPS MEDICAL SYSTEMS (CLEVELAND), INC.
 AMENDMENT NO. 3 TO AGREEMENT NO. H-209795
 SCHEDULE OF RATES
 (Effective 03/09/04 - 06/30/04)

II. Deleted Equipment

Olive View/UCLA Medical Center

Site No.	Equipment Description	Serial No.	Price/Month*	Price (4 months)
Room 5	Picker Tomolex		\$731.50	\$2,926
				Total: \$2,926

TOTAL ADDITIONS:	\$164,271
TOTAL DELETIONS:	2,926
GRAND TOTAL:	\$161,345

* Price includes unlimited X-ray tubes, all parts and labor, and 24 hours/7 days coverage during the term of the Agreement, unless otherwise noted.

** Picker Tomolex in Room 5 of Olive View deleted from Agreement (no longer in use).

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business. My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: